

No. 12503

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United States  
Court of Appeals  
for the Ninth Circuit.

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LAURENCE STARNES,

Appellant,

vs.

VERN HUMPHRIES and MARVIN CAMP-  
BELL,

Appellees.

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**SUPPLEMENTAL**  
**Transcript of Record**

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Appeal from the District Court  
for the Territory of Alaska  
Third Division

FILED

SEP 8 - 1950

PAUL P. O'BRIEN,  
CLERK



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Appeal from the District Court  
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No. 12503

LAURENCE STARNS,

Appellant,

vs.

VERN HUMPHRIES and MARVIN CAMP-  
BELL,

Appellees.

STIPULATION

Ralph H. Cottis, of attorneys for the above-named appellant, and Stanley McCutcheon, of attorneys for the above-named appellees, hereby stipulate that the attached defendant's requested instructions Nos. 1, 2, 3, 7, and 8 which were omitted from the printed transcript of record may be printed and added as a part of said record.

This stipulation is made pursuant to rule 75(h) of the Federal Rules of Civil Procedure at Anchorage, Alaska, on July 28, 1950.

/s/ RALPH H. COTTIS,

For Hellenthal, Hellenthal & Cottis, Attorneys for  
Appellant.

/s/ STANLEY McCUTCHEON,

Attorney for Appellees.

In the District Court for the Territory of Alaska,  
Third Division

No. A-4979

VERN HUMPHRIES and MARVIN  
CAMPBELL,

Plaintiffs,

vs.

JOE BLACKARD, LARRY STARNs, and  
GLEN PHILLIPS,

Defendants.

INSTRUCTIONS REQUESTED BY THE  
DEFENDANTS

Defendants' Requested Instruction No. 1

You are instructed that under any version of the purported agreement between Joseph Blackard and Vern Humphries and Kenneth Havens (Plaintiffs' Exhibits 1, 2, and 3), Blackard was entitled to terminate the relationship with Humphries upon service of a written notice 24 hours in advance of such termination. The contract does not require that grounds for the termination be set forth in such notice. If you find, therefore, that the actions described in paragraphs XI, XII, XIII, XIV, XVI occurred after the 16th of April, then you must find for the defendants even if such actions did occur.

Defendants' Requested Instruction No. 2

You are instructed that the plaintiffs' were trespassers upon the Panhandle premises after some hour on the 16th day of April, 1948, and that they are therefore not entitled to recover any damages for actions by the defendants which occurred on the premises after that date.

Defendants' Requested Instruction No. 3

You are instructed that the plaintiffs have not produced sufficient evidence to justify you in arriving at any verdict against the defendant Laurence Starns.

Defendants' Requested Instruction No. 7

You are instructed that by all the testimony the plaintiffs failed to perform the obligations required to be performed by them under the agreement of February 4, 1948, and that plaintiffs therefore are entitled to no damages even if the defendants failed to abide by said contract.

Defendants' Requested Instruction No. 8

You are instructed that the amended complaint in this action does not ask any damages for loss of equipment or inventories of consumable supplies belonging to plaintiffs and that the plaintiffs are therefore not entitled to recover for such items.

[Endorsed]: Filed August 2, 1950.

